

**IN THE UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF OKLAHOMA**

1. RC INVESTMENTS, LLC, an Oklahoma)	
Limited Liability Company,)	
)	
Plaintiff,)	
)	
v.)	Case No. CIV-13-409-R
)	
1. TRAVELERS CASUALTY INSURANCE)	
COMPANY OF AMERICA, A Foreign)	
For Profit Insurance Corporation,)	
)	
Defendant.)	

COMPLAINT

A. Parties

1. Plaintiff, RC Investments, LLC, is a limited liability company, wholly owned by its members: Rick Spring and Chris Wiedenmann.

2. Rick Spring and Chris Wiedenmann are each citizens of the State of Oklahoma.

3. Defendant, Travelers Casualty Insurance Company of America, is a foreign for profit insurance corporation incorporated and organized under the laws of the State of Connecticut.

4. The principal place of business for Defendant, Travelers Casualty Insurance Company of America, is within the state of Connecticut.

5. The Defendant, Travelers Casualty Insurance Company of America, is

licensed to conduct business in the state of Oklahoma and may be served with process through the Oklahoma Department of Insurance.

6. This action is not related to any other case filed in this court.

B. Jurisdiction

7. The court has jurisdiction over this matter pursuant to 28 U.S.C. §1332 because there is diversity between the parties and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

C. Facts

8. At all times material hereto the Plaintiff, RC Investments, LLC, owned property located at 815 Centennial Boulevard, Edmond, Oklahoma.

9. On or about May 29, 2012, Plaintiff's building was damaged as the result of hail.

10. At all times material hereto, the Plaintiff, RC Investments, LLC, was insured under the terms and conditions of a Building PAC Insurance Policy, policy number I-680-0599P964-ACJ-09, issued by the Defendant, Travelers Casualty Insurance Company of America.

11. At all times material hereto, Plaintiff, RC Investments, LLC, complied with the terms and conditions of its insurance policy.

12. Hail damage is a covered peril not otherwise excluded pursuant to the terms and conditions of the policy issued by the Defendant

D. Count I Breach of Contract

13. Plaintiff, RC Investments, LLC, hereby asserts, alleges and incorporates paragraphs 1-12 herein.

14. The property insurance policy No. I-680-0599P964-ACJ-09, issued by the Defendant, Travelers Casualty Insurance Company of America was in effect on May 29, 2012.

15. On or about May 29, 2012, Plaintiff, RC Investments, LLC, sustained hail damage to its insured property located at 815 Centennial Boulevard, Edmond, OK.

16. The acts and omissions of the Defendant, Travelers Casualty Insurance Company of America, in the investigation, evaluation and payment of Plaintiff's claim were unreasonable and constitute a breach of contract for which contractual damages are hereby sought. Defendant's breach of contract included, but was not limited to the following: failure to consider evidence that supported coverage, reliance upon an unreasonable scope of work, failure to pay the proper amount and an unreasonable refusal to pay the appraisal award.

E. Count II Bad Faith

17. Plaintiff, RC Investments, LLC, hereby asserts, alleges and incorporates paragraphs 1-16 herein.

18. The property insurance policy No. I-680-0599P964-ACJ-09, issued by

the Defendant, Travelers Casualty Insurance Company of America, was in effect on May 29, 2012.

19. On or about May 29, 2012, Plaintiff, RC Investments, LLC, sustained hail damage to its insured property located at 815 Centennial Boulevard, Edmond, OK.

20. The acts and omissions of the Defendant, Travelers Casualty Insurance Company of America, in the investigation, evaluation and payment of Plaintiff's claim were unreasonable and constitute bad faith for which bad faith and extra-contractual damages are hereby sought.

F. Count III Punitive Damages

21. The unreasonable conduct of the Defendant, Travelers Casualty Insurance Company of America, in the handling of Plaintiff's claim was intentional, willful, wanton and was committed with a reckless disregard for the rights of the Plaintiff for which punitive damages are hereby being sought.

G. Demand for Jury Trial

22. The Plaintiff, RC Investments, LLC, hereby requests that matters set forth herein be determined by a jury of its peers.

H. Prayer

23. Having properly plead, Plaintiff, RC Investments, LLC, hereby seeks contractual, bad faith and punitive damages against the Defendant, Travelers

Casualty Insurance Company of America, all in an amount in excess of \$75,000.00; including costs, interest and attorney fees.

Respectfully submitted,

S/ Michael D. McGrew

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